



Health Services
LOS ANGELES COUNTY

**Los Angeles County
Board of Supervisors**

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May 12, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF LAUNDRY SERVICES AGREEMENT
(SUPERVISORIAL DISTRICTS 1, 2, 4 and 5)
(3 VOTES)**

John F. Schunhoff, Ph.D.
Interim Director

Robert G. Splawn, M.D.
Interim Chief Medical Officer

SUBJECT

Request approval of an Agreement for the provision of laundry services at Department of Health Services (DHS) facilities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services (Interim Director), or his designee, to execute an Agreement with Crothall Laundry Services Inc., for the provision of laundry services at Harbor-UCLA Medical Center (H-UCLA), High Desert Health System (HDHS), LAC+USC Healthcare Network (LAC+USC), Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK-MACC), Olive View/UCLA Medical Center (OV-UCLA), and Rancho Los Amigos National Rehabilitation Center (Rancho) (herein collectively referred to as "DHS facilities"), effective June 1, 2009 through May 31, 2014, with provisions to extend the Agreement term for up to two additional one-year periods and six month to month extensions, at a maximum Agreement Sum for the five year term of \$16,237,716, net County cost.
2. Delegate authority to the Interim Director, or his designee, to exercise the two additional one-year extension options, through May 31, 2016, and the six month-to-month extension options, through November 30, 2016, by executing amendments to the Agreement, subject to prior review and approval by County Counsel and the Chief Executive Office.

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www.dhs.lacounty.gov

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through leadership,
service and education*

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3. Delegate authority to the Interim Director, or his designee, to amend the Agreement to add or delete DHS facilities, increase the maximum Agreement Sum by no greater than ten percent (10%), during the term of the Agreement, and grant Cost of Living Adjustments (COLAs) during the extension terms, subject to prior review and approval by County Counsel and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS

Approval of the recommended actions will allow the Interim Director, or his designee, to execute an Agreement, substantially similar to Exhibit I, for the continued provision of laundry services at DHS facilities. The County has contracted for laundry services for several years, as DHS does not have the facilities or staff to perform laundry services on-site. The current agreement expires May 31, 2009.

In addition, approval of the delegation of authority to increase the maximum Agreement Sum and to extend in future periods will allow for effective administration of the Agreement.

Implementation of Strategic Plan Goals

The recommended actions supports Goal 1, Operational Effectiveness, and Goal 4 Health and Mental Health of the County Strategic Plan.

FISCAL IMPACT/FINANCING

The Contractor will be compensated based on a fixed rate of \$0.3623 per clean linen pound. This fixed rate remains in effect for the first three years of this Agreement. During the two remaining years of this Agreement, the fixed rate is \$0.3849 per clean linen pound. Should the Agreement be extended beyond the five year term, the Contractor's compensation rate may be adjusted, in accordance with the County's COLA policy.

Expenditures under the Agreement may vary depending on the volume of services (pounds of clean linen) provided. Based on historical volume, the County's maximum obligation is \$16,237,716 for the five year Agreement term. Attachment A provides a breakdown of the DHS facilities' estimated annual cost under the Agreement, by Fiscal Year (FY). Funding is included in DHS' FY 2008-09 Final Budget, FY 2009-10 Proposed Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 27, 2003, your Board approved the current Agreement with Bellwood Laundry & Linen Supply Co. Inc., effective through May 31, 2008 for the provision of laundry services, as a result of an Invitation for Bid (IFB) released in March 2003 for H-UCLA, HDHS, MLK, LAC+USC, and OV-UCLA.

Rancho was not included in the IFB because, at the time, Rancho was slated to close by June 30, 2003. Rancho continued receiving services from its existing contractor, Angelica. This contract was approved by your Board through June 30, 2008.

On May 13, 2008, your Board approved an extension to the Agreement with Bellwood through May 31, 2009 and added services for Rancho because an agreement on rates could not be reached with Angelica.

DHS has determined that the Agreement is not a Proposition A agreement and therefore exempt from the Living Wage ordinance.

County Counsel has approved Exhibit I as to use and form. The Agreement includes all of the standard provisions mandated by your Board. The fixed all-inclusive rate per clean pound will be standardized throughout all County facilities with implementation of this Agreement. The recommended Agreement contains a COLA provision for the extension periods that is in compliance with Policy No. 5.070 of the Board of Supervisors Policy Manual. The Agreement allows termination by Contractor after 10 business day advance written notice if the County has defaulted on payments owed for more than 30 days. The County may terminate the Agreement upon 10-day advance notice to the Contractor.

CONTRACTING PROCESS

On July 22, 2008, DHS released a Request for Proposals (RFP) for laundry services, posting it on the DHS Contracts and Grants website and the County "Doing Business with Us" website. The proposal submission deadline was September 30, 2008, and three vendors submitted proposals by this deadline.

An evaluation committee composed of County staff from various DHS facilities' materials management and infection control departments completed the evaluation of the three proposals, including site visits to each proposer's laundry facilities. Crothall Laundry Services, Inc. was the top ranked and lowest cost proposer.

The proposals were scored using the consensus scoring method that was instituted prior to your Board's directive on November 25, 2008. All individual raters' scoring documents have been retained in accordance with your Board's directive.

The Honorable Board of Supervisors
May 12, 2009
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The other two proposers were offered and given debriefings. There are no protests as a result of this solicitation process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure the continued provision of laundry services to meet needs at DHS facilities.

CONCLUSION

When approved, DHS requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'John F. Schunhoff', written in a cursive style.

John F. Schunhoff, Ph.D.
Interim Director

JFS:ja

Attachments (2)

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

Laundry Services BI

DEPARTMENT OF HEALTH SERVICES

BUDGET - LAUNDRY SERVICES AGREEMENT

EFFECTIVE 6/1/2009 - 5/31/2014

FACILITIES		FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY2012-13	FY 2013-14	TOTAL
1	Harbor-UCLA Medical Center	\$ 79,706	\$ 956,472	\$ 956,472	\$ 961,444	\$ 1,016,136	\$ 931,458	\$ 4,901,688
2	High Desert Health System	\$ 1,750	\$ 21,000	\$ 21,000	\$ 21,000	\$ 23,000	\$ 23,000	\$ 110,750
3	LAC+USC Healthcare Network	\$ 105,067	\$ 1,260,804	\$ 1,260,804	\$ 1,267,358	\$ 1,339,452	\$ 1,227,831	\$ 6,461,316
4	Martin Luther King, Jr. Multi-Service Ambulatory Care Center	\$ 8,250	\$ 99,000	\$ 99,000	\$ 99,468	\$ 104,612	\$ 95,895	\$ 506,225
5	Olive View/UCLA Medical Center	\$ 41,000	\$ 492,000	\$ 492,000	\$ 492,000	\$ 525,000	\$ 479,000	\$ 2,521,000
6	Rancho Los Amigos National Rehabilitation Center	\$ 28,241	\$ 338,888	\$ 338,888	\$ 340,654	\$ 360,035	\$ 330,031	\$ 1,736,737
		\$ 264,014	\$ 3,168,164	\$ 3,168,164	\$ 3,181,924	\$ 3,368,235	\$ 3,087,215	\$ 16,237,716



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CROTHALL LAUNDRY SERVICES, INC.

FOR

LAUNDRY SERVICES

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**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
CROTHALL LAUNDRY SERVICES, INC.
FOR
LAUNDRY SERVICES**

This Agreement and Exhibits made and entered into this ____ day of _____, 2009 by and between the County of Los Angeles, hereinafter referred to as County and Crothall Laundry Services, Inc., hereinafter referred to as Contractor.

WHEREAS, County may contract with private businesses for Laundry Services when certain requirements are met; and

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and operated, through its Department of Health Services (hereafter "DHS" or "Department"), a network of County health care facilities including High Desert Health System (HDHS), Harbor-UCLA Medical Center (H-UCLA), LAC + USC Medical Center (LAC+USC), Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK MACC) and Olive View-UCLA Medical Center (OV-UCLA) and Rancho Los Amigos National Rehabilitation Center (Rancho) (collectively hereafter referred to as "DHS Facilities"); and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing laundry services as described hereunder and possesses the competence, expertise, and personnel required to provide such services; and

WHEREAS, this Agreement is authorized by California Government Code Section 31000.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I, are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Billing and Payment Fee Schedule
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - County's Administration
- 1.5 EXHIBIT E - Contractor's Administration
- 1.6 EXHIBIT F - Contractor Acknowledgment and
Confidentiality Agreement
- 1.7 EXHIBIT G - Jury Service Ordinance
- 1.8 EXHIBIT H - Safely Surrendered Baby Law
- 1.9 EXHIBIT I - Contractor's Obligations as a "Business Associate"
Under the Health Insurance Portability & Accountability
Act of 1996 (HIPAA)

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Agreement:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work (SOW), Exhibit A.
- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into an Agreement with County to perform or execute the work covered by the SOW.
- 2.3 Contractor Project Manager:** The individual designated by Contractor to administer the Agreement operations after the Agreement award.
- 2.4 County Project Monitor:** Facility by facility, person with responsibility to oversee the day to day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.5 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.

- 2.6 County Project Manager/Facility Administrator:** Facility by facility, person designated by County's Project Director to manage the operations under this Agreement.
- 2.7 Director:** Director of Health Services or his/her designee.
- 2.8 DHS Facility:** Facility(ies) in which services are being provided.
- 2.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 STATEMENT OF WORK

- 3.1** Pursuant to the provisions of this Agreement, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2** If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 3.3** Delegate authority to the Director to add or remove facilities as necessary to perform the same services at the same rate.

4.0 TERM OF AGREEMENT

- 4.1** The term of this Agreement shall be for five (5) years commencing June 1, 2009, and shall remain in effect through May 31, 2014, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2** The Agreement term may be extended for up to two (2) additional option years and six (6) month-to-month extensions, for a period of seven (7) years and six (6) months, upon mutual agreement of both parties, subject to the availability of funds.
- 4.3** Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove.

Upon occurrence of this event, Contractor shall send written notification to DHS at the address herein provided in Exhibit D - County's Administration.

5.0 AGREEMENT SUM

- 5.1 The total maximum Agreement Sum for the Agreement term June 1, 2009 through May 31, 2014 is \$16,237,716.
 - 5.1.1 The County's maximum obligation, effective June 1, 2009 through May 31, 2012, shall not exceed \$9,504,492.
 - 5.1.2 The County's maximum obligation, effective June 1, 2012 through May 31, 2014, shall not exceed \$6,733,224.
 - 5.1.3 County may in its sole discretion increase the total maximum Agreement Sum by no greater than ten percent (10%) during the term of this Agreement, or any extension thereof, in accordance with Paragraph 8.1, Amendments, to reimburse Contractor for workload increases (i.e., increased poundage of linen requiring laundering) ordered by the County.
- 5.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total Agreement Sum. Upon occurrence of this event,

Contractor shall send written notification to DHS at the address herein provided in Exhibit D - County's Administration.

5.4 No Payment for Services Provided Following Expiration/Termination of Agreement

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

5.5 Invoices and Payments

5.5.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - SOW and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Agreement. The Contractor's payments shall be as provided in Exhibit B – Billing and Payment Fee Schedule, and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County does not approve work in writing no payment shall be due to Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B, Billing and Payment Fee Schedule.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - SOW describing the tasks, deliverables, goods, services, work hours, and facility and/or other work

for which payment is claimed, including but not limited to, weight of clean linen delivered to the DHS Facility during the claimed period. DHS Facility records of clean linen received shall prevail in the event that there is a discrepancy between Contractor's invoice(s) and DHS Facility records. Contractor invoices shall also include the monthly titration and PH reports for each DHS facility covered under this Agreement. Contractor invoices without the requested reports will be withheld until the reports are submitted by Contractor.

- 5.5.4 Contractor shall submit the monthly invoices to County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Agreement shall be submitted in two (2) copies to the address provided by the County Project Manager assigned to each DHS facility.
- 5.5.6 **County Approval of Invoices.** All invoices submitted by Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.5.7 Payment to Contractor will be made in arrears on a monthly basis for services performed, provided Contractor is not in default under any provision of this Agreement. County shall pay all undisputed charges to Contractor within thirty (30) calendar days of receipt of a valid and approved invoice.

5.6 Cost of Living Adjustments

Contractor's rates shall remain firm and fixed for the term of this Agreement. The Agreement price per clean pound of linen identified in Exhibit B (Billing and Payment Fee Schedule) may be adjusted for each subsequent extension year, if requested by Contractor, based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Agreement anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit D - County's Administration. County shall notify Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager/Facility Administrator

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Agreement. The Project Monitor reports to the County's Project Manager

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit E - Contractor's Administration. Contractor shall notify County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager and County's Project Monitor on a regular basis, as detailed in, but not limited to, Paragraph 5.0 of Exhibit A, Laundry Services Statement of Work.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Agreement with company photo identification (ID) badge. Contractor is responsible to ensure that employees have obtained an ID badge before they are assigned to work on County premises. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper ID badge on their person.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Agreement, County may require that all Contractor's staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of this Agreement, provided that such request does not contravene any applicable law. County will not provide to Contractor or to the Contractor's staff any information obtained through County conducted background clearance except for information it is required to disclose pursuant to applicable law.

- 7.4.3 County may immediately, at the sole discretion of County, deny or terminate facility access to the Contractor's staff that does not pass such investigation(s) to the satisfaction of County whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to

participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit F.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared and executed by County and Contractor.

8.1.2 The Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Agreement shall be prepared by County and executed by County and Contractor.

- 8.1.3 Notwithstanding 8.1.1 above, the Director or his designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Agreement. Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared by County and executed by County and Contractor.
- 8.1.4 The Director or his designee, may at his sole discretion, authorize increases to the County's maximum obligation as defined in Paragraph 5.0, Agreement Sum. To implement such changes, an Amendment to the Agreement shall be prepared by County and executed by County and Contractor.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange,

assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

8.2.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Agreements, County reserves the right to reduce its payment obligation under this Agreement

correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement shall also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Agreement.

8.5 COMPLAINTS

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within ten (10) business days after Agreement effective date, Contractor shall provide County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 County will review the Contractor's policy and provide Contractor with approval of said plan or with requested changes.

8.5.3 If County requests changes in the Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.4 If, at any time, Contractor wishes to change the Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

8.5.5 Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on

behalf of County without County's prior written approval, which shall not be unreasonably withheld.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Agreement.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an

annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under the Agreement, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Agreement commences,

Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate

in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Agreement.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM
PARTICIPANTS**

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for

Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the agreement. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other agreements which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements Contractor may have with County.

8.12.3 Non-responsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated a term of an Agreement with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an agreement with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the

tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting

documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family

Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which County determines are severe or

continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered

employees for the period prescribed by law.

8.17.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

8.18 FACSIMILE REPRESENTATIONS

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this

Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of

California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

8.22.3 Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Agreement.

8.22.4 Contractor shall adhere to the provisions stated in Sub-paragraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

Chief, Contracts and Grants
Contracts and Grants Division
313 N. Figueroa St., 6th floor East
Los Angeles, CA 90012

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- Specifically identify this Agreement;
- Clearly evidence all coverages required in this Agreement;
- Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement; and
- Identify any deductibles or self-insured retentions for the County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII unless otherwise approved by County.

8.24.3 **Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to County:

- Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

8.24.5 Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

8.24.6 Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all Subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- Contractor providing evidence of insurance covering the activities of Subcontractors, or
- Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors

maintain the required insurance coverage. County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.25.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.26 LIQUIDATED DAMAGES

- 8.26.1 If, in the judgment of the Director, or his/her designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Technical Exhibit 2, hereunder, and that

Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to Contractor; and/or (c) Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

8.26.3 The action noted in Sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

8.26.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should Contractor at any time during the term of this Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and

shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

8.28.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this

Agreement or under any project, program, or activity supported by this Agreement.

8.28.6 Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 when so requested by County.

8.28.7 If County finds that any provisions of this Sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict DHS from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between County and Contractor regarding the performance of services as stated in this Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director, or his/her designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D - County's Administration and E - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his /her designee shall have the authority to issue all notices or demands required or permitted by County under this Agreement.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, Contractor and County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or

responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1 Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Agreement within the following conditions:

- Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County's Project Director. County shall not unreasonably withhold written consent.

- 8.37.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been

awarded this Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless

otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of Contractor to comply with any of the provisions of this Sub-paragraph 8.38 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

8.38.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by County for the purpose of this Agreement.

8.39 RECYCLED BOND PAPER

Consistent with the Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.40 SUBCONTRACTING

- 8.40.1 The requirements of this Agreement may not be subcontracted by Contractor without the advance approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Agreement.
- 8.40.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by County.
- 8.40.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- 8.40.4 Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Agreement. Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for their files.

8.40.7 Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to:

Chief, Contracts and Grants
Contracts and Grants Division
313 N. Figueroa St., 6th floor East
Los Angeles, CA 90012

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Sub-paragraph 8.43 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement shall be maintained by Contractor in accordance with Sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and

in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.43.2 In the event that County terminates this Agreement in whole or in part as provided in Sub-paragraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or

negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 8.43.4 If, after County has given notice of termination under the provisions of this Sub-paragraph 8.43, it is determined by County that Contractor was not in default under the provisions of this Sub-paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of County provided in this Sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 8.43.6 Contractor may, by written notice to County, terminate this Agreement upon the failure of County to make payments when due, in which event Contractor shall have the right to terminate this Agreement, ten (10) business days after County's receipt of such notice, if County has not cured said default by making such payments due within thirty (30) calendar days of the date such payment was originally due. Any non-payment claimed by Contractor must be supported by**

an invoice validly submitted according to Paragraph 5.5, Invoices and Payments, of this Agreement.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or

cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of County provided in this Sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may in its sole discretion, immediately terminate or suspend this Agreement.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then

this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of a party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Agreement, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit I in order to provide those services. County and Contractor therefore agree to the terms of Exhibit I, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA).

9.2 RIGHT OF ENTRY

Any County Officer or authorized employee may enter and inspect the laundry facilities and/or equipment used by Contractor, and other areas where laundry services are performed at any and all reasonable times for the purpose of determining whether or not Contractor is complying with the terms and conditions of Agreement.

9.3 STAFF PERFORMING WHILE UNDER THE INFLUENCE

Contractor shall not knowingly permit any employee to perform services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair his/her physical or mental performance.

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IN WITNESS WHEREOF, The Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Interim Director of Health Services and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

CONTRACTOR: Crothall Laundry Services Inc.

By _____

Robert Kutteh
Name

President and CEO
Title

APPROVED AS TO FORM
COUNTY COUNSEL

By _____
Deputy

AGREELAUNDRY.ja
04/30/09

LAUNDRY SERVICES STATEMENT OF WORK

STATEMENT OF WORK (SOW)

Contractor shall be required to perform laundry services for each DHS facility covered under this Agreement in accordance with the terms and conditions of the Agreement and to the specifications outlined in this SOW at a fixed all-inclusive rate per clean linen pound.

1.0 TEXTILE CONTROL:

- A. Pickup and Delivery: Contractor shall: 1) pick-up soiled linen from the DHS facility loading dock or other designated area, using their own cart system, and 2) deliver to and unload clean linen from a sanitized cart at DHS facility warehouse area or other designated area, as specified by the DHS facility, utilizing a bulk cart system, up to six (6) days per week. Emergency linen service on Sunday is at the discretion of DHS facility. Scheduled deliveries and pick-ups are listed in, Technical Exhibit 3.
Contractor shall provide an exchange truck or trailer for pick-up and delivery of linen, and ensure that vehicle is properly sanitized monthly. Contractor shall provide an exchange truck or trailer with a lifter operational for pick-up and delivery of linen at H-UCLA due to construction being conducted at the loading dock. Once construction is completed, the lifter operation may not be needed.
- B. Turn Around Time: Contractor shall return clean linen within a twenty-four (24) hour period (next business day) from the time of initial pick-up from DHS facility.
- C. Sorting: Contractor shall sort all soiled linen for washing at plant site. All clean linen shall be sorted by classification specified by appropriate County Project Manager.
- D. Weight: Contractor shall weigh all soiled linen at the plant site and verify net weight of the soiled linen against a Soiled Linen Pick-Up form, which will be supplied and completed by DHS facility.

EXHIBIT A

Contractor shall weigh clean linen at the plant site and deliver clean linen accompanied by a Contractor provided form noting the delivery weight. Contractor shall wait for delivery to be verified by appropriate County personnel, and obtain a copy of the supplied form providing the billable laundry weight, as determined by County. The total weight of the cart and linen will be at the discretion of the appropriate County Project Manager at DHS facility.

- E. Laundering: Contractor shall wash all soiled linen and other related items picked up from DHS facility. Other related items may include but is not limited to: Doctor's and Laboratory Coats, Volunteer Smocks, Scrub Pants, Shirts, Dresses, Spinal Drapes, Leggings, Wrappers, Cast Room Aprons, Cubicle Curtains, Window Drapes, Rags, Mop Heads (as requested), Micro fiber pads and Spin pads. Contractor shall wash specialized items such as mast suits and bath and surgical strings. All infant linens shall be treated with a non-allergenic fabric softener, free of dyes and perfumes.
- F. New Linen Processing: Contractor shall process new linen as required by DHS facility.
- G. Decaling: Contractor shall place a decal on certain linen items, identifying those items as belonging to DHS facility. Items include but are not limited to, scrub garments, adult pajama bottoms, children's pajama tops and bottoms, lab and doctor's coats, or other items as specifically requested by appropriate County Project Manager or his/her designated staff. All decaling requested shall be completed within a forty-eight (48) hour period.
- H. Rewash: Contractor shall rewash, any and all linen which does not satisfactorily meet the quality assurance specifications as required by County, and deduct weight of such linen from net billable pound(s). Rewash includes: 1) identifying items to be rewashed before clean linen is returned to DHS facility; 2) separating rewash linen by bagging and marking as "rewash" 3) inspecting items returned by DHS facility for rewashing to determine reason, 4) determine if rewashing was caused by the Contractor and/or County, or by circumstances beyond the control of either party, 5)

billing the per pound rate if the reason is determined to be caused by DHS facility, or by circumstances beyond the Contractor's control as agreed upon by both parties.

- I. Dyeing: Contractor shall at the request of County Project Manager, dye linens as specified in writing and deliver within four (4) working days from date of pick-up from DHS facility.
- J. Pressing: Contractor shall press all selected linen, including uniforms, as required by County and as mutually agreed upon in writing by both parties. Each piece of linen shall be folded and/or on hangers so the laundry number is clearly visible. Cotton (100%) coats and other laundry items currently starched shall remain starched, unless DHS facility requests otherwise.
- K. Complete Dry: Contractor shall sort linen which is folded, bagged, or tied into bundles according to classification and in accordance with DHS facility's recommended bundle count, prior to returning to DHS facility.
- L. Flatwork: Contractor shall finish item(s) by classification, which are first conditioned and then processed through the flatwork ironers at the speed that results in the best outcome of that item. Blankets do not need to be finished, unless requested by DHS facility. Blankets shall be completely dried and mechanically folded.
- M. Mending: Contractor shall check, sew and/or patch linen and cart covers as needed upon mutual agreement of both parties.
- N. De-Lint: Contractor shall de-lint all items as requested by DHS facility.
- O. Damaged or Lost Linen: Contractor shall be responsible for all damaged or lost linen. If lost linen is not replaced by Contractor within fourteen (14) days, County shall make any and all necessary and appropriate adjustments to the billing to cover the cost to replace and/or repair such linen, as determined by the County Project Manager.
- P. Linen Salvage: Contractor shall inspect linen on an ongoing basis, determining if linen should be salvaged, and proceed as follows: 1) bag all

salvageable linen, 2) identify as "salvage", 3) return to DHS facility for County inspection and final determination of condition.

- Q. Bulk System: Contractor shall ensure that each bulk delivery cart contains a packing slip indicating the type and quantity of items. DHS facility shall be responsible for delivery of exchange carts to the wards.
- R. Monthly Service Report: Contractor shall, at minimum, provide monthly service reports with their monthly invoices, reflecting: 1) the poundage for both the clean and soiled linen weights, including rewash, 2) the clean linen coming into DHS facility by pieces, 3) the number of laundry items repaired by pieces, where applicable and 4) both pH and titration test results. The pH reports should be based on the average per month.
- S. Return of Items: Contractor shall immediately return all instruments, utensils, and/or equipment found in soiled linen to Medical Center site where linen was picked-up.

1.1 **CONTRACTOR LAUNDRY FACILITY:**

A. Linen Processing:

Keep all clean linen separate from all soiled linen from pick-up to delivery and maintain control of linen as follows: 1) minimize environmental contamination; 2) functionally separate the areas that receive, store, or process soiled textiles from areas that process, handle and store clean textiles.

B. Carts and Trucks:

Carts and trucks shall be sanitized as needed and required in accordance with industry guidelines.

1.2 **CONTINGENCY PLAN:**

Contractor shall, within thirty (30) days of Agreement execution, and annually thereafter, provide to County a complete disaster plan to provide services in this SOW, for a minimum of seven (7) days in the event of a natural disaster or emergency situation. The plan shall include all the emergency (back-up) procedures for processing soiled linen, and what inventory is kept for emergency use. Such plan shall be subject to the

written approval of the Director or his/her designee. Contractor shall participate in DHS facility Disaster Committee to plan for continued service in the event of any natural disaster or emergency situation(s).

1.4 **COMPLIANCE/REGULATIONS:**

A. **The Joint Commission/Title 22 California Administrative Code/Federal/State County:**

Contractor shall comply with all Federal, State and local laws, regulations, ordinances, and directives including but not limited to Title 22 of California Code of Regulations including Section 70825, the Occupational Safety and Health Administration and The Joint Commission, as all such provisions exist now or as they may be amended in the future as they relate to the performance of this Agreement.

B. **Linen Care Standards:**

Contractor shall comply with accepted industry medical facility linen care standards for the services provided in this Agreement, including, but not limited to, Contractor's written standards as stated in their company standards manual.

1.5 **LINEN MANAGEMENT SYSTEMS:**

Contractor shall consult with County Project Manager to develop a system of linen use controls and standards designed to produce significant cost reductions, which are consistent with proper patient care. **At the discretion of the County Project Manager, County and Contractor will jointly cooperate in implementing programs and systems designed to reduce costs through improved linen usage and utilization.**

1.6 **ACCEPTABLE QUALITY LEVEL (AQL):**

The AQL, as set forth in the Performance Requirements Summary (Appendix C, Technical Exhibit 2), represents the maximum allowable monthly deviations from perfect performance before financial deductions are applied. County may deduct from Contractor's monthly reimbursement for non-compliance with the AQL.

2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

Director may during the term of this Agreement add or delete facilities to be served under this Agreement. In the event a DHS facility covered under this Agreement changes to a hospital, or an ambulatory care center or health clinic, Contractor will be required to provide services as required for that facility. In either case, the current Agreement price per clean pound of linen identified in Exhibit B – Billing and Payment Fee Schedule shall apply. Director, or his designee, will provide Contractor notice in writing of any and all such changes.

3.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of service throughout the term of the Agreement. The Plan shall be submitted to the County Agreement Project Monitor for review, modification and/or approval. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Agreement requirements are being met;
- 3.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.
- 3.3 A listing of all washing formulas to be used for various classifications of wash for County approval.
- 3.4 A list of specifications on how specialized items such as mast suits and bath and surgical strings are washed.
- 3.5 A description of Contractor's procedure to maintain the integrity of the DHS facility's linen.

4.0 QUALITY ASSURANCE PLAN

County will evaluate Contractor's performance under this Agreement using the quality assurance procedures as defined in this Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Monthly Meetings

Contractor's Project Manager shall be available to meet at least monthly, or as often as necessary as determined by the County Project Manager or his/her designated staff for the duration of this Agreement. Failure to attend may cause an assessment of fifty dollars (\$50.00), imposed to Contractor by the affected DHS facility.

4.2 Agreement Discrepancy Report (Technical Exhibit 1)

Verbal notification of an Agreement discrepancy will be made to the County Project Monitor as soon as possible whenever a Agreement discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor. A meeting may be held between both parties to resolve issues, at County's recommendation.

The County Project Monitor will determine whether a formal Agreement Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Agreement Discrepancy Report shall be submitted to the County Project Monitor within ten (10) workdays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor's performance.

5.0 RESPONSIBILITIES OF COUNTY AND CONTRACTOR

County and Contractor responsibilities are as follows:

COUNTY

5.1 Performance

County will administer Agreement according to Sub-Paragraph 6.0, Administration of Agreement - County. Specific duties will include:

- 5.1.1 Monitoring Contractor's performance in the daily operation of this Agreement.
- 5.1.2 Coordinating with Contractor in developing and implementing methods to project linen replacement requirements and adequate linen inventory.
- 5.1.3 Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 5.1.4 Providing a licensed scale (s) for the weighing of soiled/clean linen at DHS facility designated by County Project Manager, and cooperating with Contractor in conducting the weighing and tabulation of soiled/clean linen pounds and reach agreement with Contractor on amounts processed.
- 5.1.5 Warehousing all bulk linen stock.
- 5.1.6 Informing Contractor of County holidays where service may not be required.
- 5.1.7 Recognizing Contractor holidays upon written notification from Contractor at the start of this Agreement.

5.2 Furnished Items

- 5.2.1 County shall purchase and supply all linen used in this Agreement.
- 5.2.2 Exclusively at H-UCLA and MLK-MACC, designated parking shall be provided to Contractor for Contractor's use in an authorized pick-up and delivery area while performing services under this Agreement.

CONTRACTOR

5.3 Project Manager

- 5.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager on a twenty-four (24) hour basis, seven (7) days per week. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour basis.
- 5.3.2 Project Manager shall act as a central point of contact with County Project Manager or designee.
- 5.3.3 Project Manager shall have three (3) years of related experience providing services covered under this SOW.
- 5.3.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 5.3.5 Project Manager shall be available for all scheduled and emergency meetings as requested by County Project Manager or authorized designee.
- 5.3.6 Project Manager shall arrange a special delivery, if requested by County, prior to any Contractor holiday to ensure an adequate linen supply.
- 5.3.7 Project Manager shall ensure that all linen items in transit or being laundered or stored at the expiration or termination of this Agreement is returned to the appropriate DHS facility within one (1) business day.
- 5.4 Personnel and Hiring Procedures
 - 5.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
 - 5.4.2 Contractor shall ensure that all staff performing specified duties under this Agreement be subject to all rules, regulations, and procedures of the County of Los Angeles and of the DHS facility,

and take any and all corrective action with any employee not in compliance.

5.5 Uniforms/Identification Badges

5.5.1 Contractor employees providing services under this Agreement shall wear an appropriate uniform at all times. Uniform is to consist of at minimum a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by Contractor at their expense.

5.5.2 Contractor shall ensure their employees are appropriately identified as set forth in Sub-paragraph 7.3 – Contractor's Staff Identification, of the Agreement.

5.6 Materials and Equipment

The purchase of all materials/equipment, other than the purchase of linen, to provide the needed services is the responsibility of Contractor. Contractor shall use materials and equipment that is safe for the environment and safe for use by the employee.

5.7 Training

5.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

5.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be safe and in good operating condition. Contractor is responsible for maintaining equipment according to specifications and adherence to OSHA standards. All employees must wear safety and protective gear according to OSHA standards.

5.8 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Agreement. When the

office is closed, the Contractor Project Manager, or designated representative must be available on an on-call basis, twenty-four (24) hours per day, seven (7) days per week.

6.0 HOURS/DAY OF WORK

Contractor shall provide for the pick-up of soiled linen and delivery of clean linen in accordance with the DHS facility requirements. Scheduled pick-up and deliveries will be required Monday through Saturday, subject to change as mutually agreed upon by both parties. (Technical Exhibit 4 for scheduled pick-up times for each DHS facility).

7.0 UNSCHEDULED WORK

- 7.1 The County Project Manager or his designee may authorize Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence.
- 7.2 Prior to performing any unscheduled work, Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without prior written authorization.
- 7.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.

- 7.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 7.5 County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

8.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Agreement, SOW, and the PRS, the meaning apparent in the Agreement and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor. DHS will make every reasonable effort to work with Contractor to resolve any areas of concern. County Project Manager or designee shall ensure that the Contract Discrepancy Report, Appendix C, Technical Exhibit 1 is completed and discussed with Contractor Project Manager or designee, to ensure corrective action is taken prior to any deductions applied. When Contractor's performance does not conform to the requirements of this Agreement, County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.

EXHIBIT A

- Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on the Contractor's future invoice.

AGREEMENT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of County Representative

Date

COUNTY ACTIONS:

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

Contractor Representative's Signature and Date

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 7.0 - Administration of Contract- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection & Observation	\$50 per occurrence
Contract: Sub-paragraph 8.38 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files	\$50 per occurrence
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.26.2 -- Liquidated Damages	If the Director, or his/her designee, determines that there are deficiencies in the performance of this Agreement that are correctable by the Contractor over a certain time span, a written notice to Contractor to correct deficiency within a specified time frame will be provided. Should Contractor fail to correct deficiencies within said time frame, County may: (a) Deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or Deduct liquidated damages.	Inspection & Observation	\$100 per day per infraction

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Paragraph 1.0 Textile Control, Section A. Pick-Up and Delivery	<u>Pick-Up and Delivery:</u> Contractor shall provide pick-up and delivery, up to 6 days per week, at the time(s) specified by DHS Facility. Linen shall be processed and delivered in sanitized bulk carts and received in service condition as identified in Exhibit A, Paragraph 1, Specific Laundry Services	Inspection & Observation	\$200.00 per each occurrence. After three (3) documented occurrences of one (1) hour late from pick-up and delivery schedules per month. \$200.00 per each occurrence. After one (1) documented occurrence of laundry not meeting any of the required specification.
SOW: Paragraph 1.0 Textile Control, Section F. New Linen Processing	<u>New Linen Processing:</u> Contractor shall process new linen as required by DHS Facility.	Inspection & Observation	\$200.00 per each occurrence.
SOW: Paragraph 1.0 Textile Control, Section I. Dyeing	<u>Dyeing:</u> Contractor shall properly dye linen items at the request of the County Project Manager and deliver within four (4) working days of initial pick-up.	Inspection & Observation	\$200.00 per each occurrence. After ten (10) documented occurrences of any deviations form required specifications.
SOW: Paragraph 1.0 Textile Control, Section K. Complete Dry	<u>Complete Dry:</u> Contractor shall sort linen which is completely dry, folded, bagged or tied into bundles according to classification and in accordance with DHS Facility's recommended bundle count, prior to returning to DHS Facility.	Inspection & Observation	\$200.00 per each occurrence.
SOW: Paragraph 1.0 Textile Control, Section N. De-Lint	<u>DeLint:</u> Contractor shall de-lint all items as requested by DHS facilities.	Inspection & Observation	\$200.00 per each occurrence.

EXHIBIT A
TECHNICAL EXHIBIT 2
PAGE 3 OF 3

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Paragraph 1.0 Textile Control, Section O. Damaged or Lost Linen	<u>Damaged or Lost Linen:</u> Contractor shall be responsible for all damaged or lost linen. If linen is not replaced by Contractor within fourteen (14) days, County shall make any and all necessary and appropriate adjustments to the billing to cover the cost to replace and/or repair such linen, as determined by the County Project Manager.	Inspection & Observation	\$200.00 per each occurrence.
SOW: Paragraph 1.0 Textile Control, Section P. Linen Salvage	<u>Linen Salvage:</u> Contractor shall inspect linen on an ongoing basis, determining if linen should be salvaged, and proceed as follows: 1) bag all salvageable linen, 2) identify as "salvage", 3) return to DHS Facility for County inspection and final determination of condition.	Inspection & Observation	\$200.00 per each occurrence.
SOW: Paragraph 1.0 Textile Control, Section R. Monthly Services Reports	<u>Monthly Service Reports:</u> Contractor shall provide required reports with monthly invoices as specified.	Inspection of files	\$200.00 per occurrence. After one (1) documented occurrence of any report submitted later than five (5) days of required monthly or quarterly schedule.
SOW: Paragraph 1.0 Specific Laundry Services, Section 1.4 Compliance/Regulations	<u>Compliance/Regulations:</u> Contractor shall comply with all Federal, State and Local laws, Title 22, and JCAHO standards.	Random Inspection and Observation	\$200.00 per each occurrence. After one (1) documented occurrence for lack of compliance.
SOW: Sub-paragraph 4.1 - Monthly Meetings	Contractor's representative to meet at least monthly, or as often as necessary.	Attendance	\$50 per occurrence. One (1) absence form any regularly scheduled meeting.

DELIVERY and PICK-UP SCHEDULES

<u>DHS FACILITY</u>	<u>PICK-UP AND DELIVERY SCHEDULED</u>	<u>DAY OF WEEK</u>
H-UCLA	4:30 a.m. - 5:00 a.m.	Mon - Sat
HDHS	7:30 a.m. - 2.00 p.m. (delivery/pick-up) (If delivery/pick-up are not done at the same time, pick-up may occur no later than 5:00 p.m.)	Mon - Fri
LAC+USC	5:00 a.m. – 6:30 a.m. (1 st delivery/pick-up) 12:00 p.m. – 1:30 p.m. (2 nd delivery/pick-up) 10:00 a.m. – 11:30 a.m. (delivery/pick-up) (If no service is scheduled on Sunday, then then a 2 nd delivery and pick-up must be made on Saturday no later than 2:00 p.m.)	Mon - Fri Mon – Sat Sat & Sun
MLK MACC	10:30 a.m. - 11:30 a.m.	Mon - Sat
OV-UCLA	5:30 a.m. - 6:30 a.m. (delivery/pickup) (If delivery/pick-up are not done at the same time, pick-up may occur no later than 8:00 a.m.)	Mon - Sat
RANCHO	7:30 a.m. – 8:00 a.m.	Mon - Sat

LAUNDRY SERVICES
BILLING AND PAYMENT FEE SCHEDULE

PRICE PER CLEAN POUND OF LINEN
EFFECTIVE JUNE 1, 2009 – MAY 31, 2012

<u>FACILITY</u>	<u>6 days per week</u>	<u>7 days per week</u>
H-UCLA	\$ <u>0.3623</u>	\$ <u>0.3623</u>
HDHS	\$ <u>0.3623</u>	\$ <u>N/A</u>
MLK-MACC	\$ <u>0.3623</u>	\$ <u>N/A</u>
LAC+USC	\$ <u>0.3623</u>	\$ <u>0.3623</u>
OV-UCLA	\$ <u>0.3623</u>	\$ <u>0.3623</u>
RANCHO	\$ <u>0.3623</u>	\$ <u>N/A</u>

PRICE PER CLEAN POUND OF LINEN
EFFECTIVE JUNE 1, 2012 – MAY 31, 2014

<u>FACILITY</u>	<u>6 days per week</u>	<u>7 days per week</u>
H-UCLA	\$ <u>0.3849</u>	\$ <u>0.3849</u>
HDHS	\$ <u>0.3849</u>	\$ <u>N/A</u>
MLK-MACC	\$ <u>0.3849</u>	\$ <u>N/A</u>
LAC+USC	\$ <u>0.3849</u>	\$ <u>0.3849</u>
OV-UCLA	\$ <u>0.3849</u>	\$ <u>0.3849</u>
RANCHO	\$ <u>0.3849</u>	\$ <u>N/A</u>

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: (_____
Facsimile: _____
E-Mail Address: mmarroquin@dhs.lacounty.gov

COUNTY PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____
 PRINTED NAME: _____
 POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

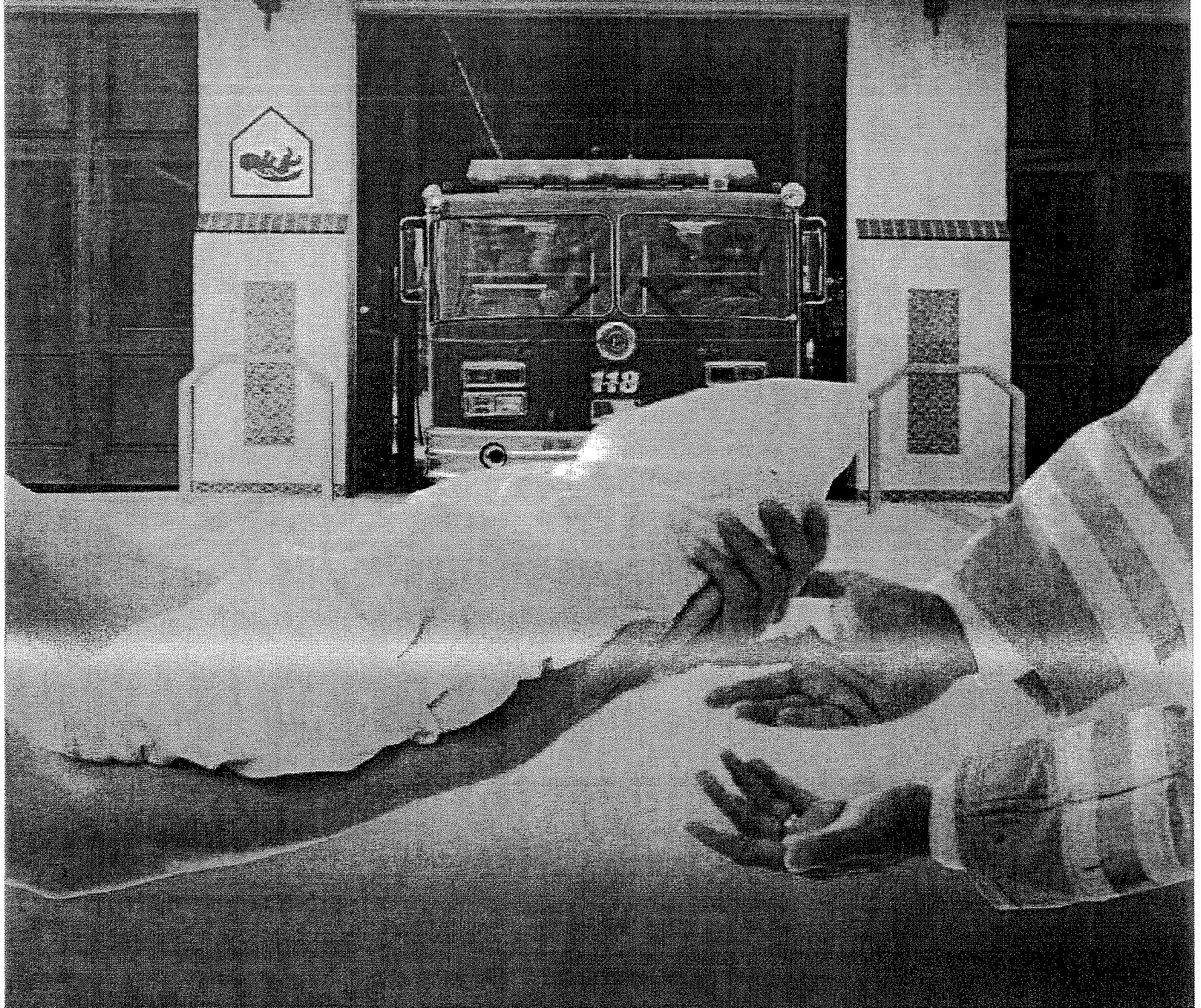
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



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Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

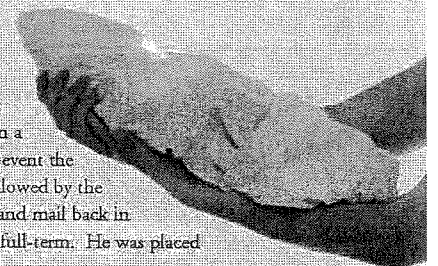
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

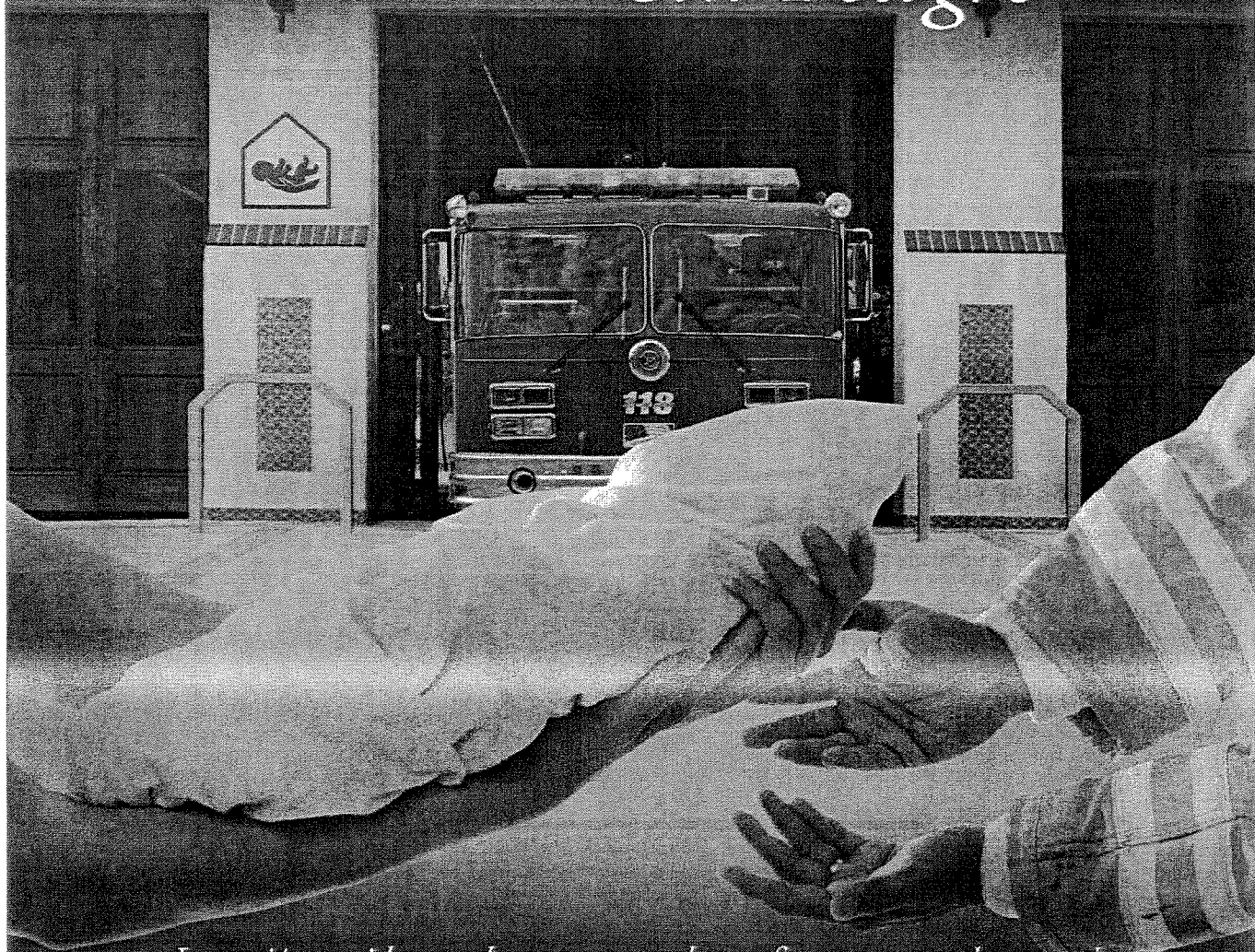
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

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Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT OF 1996 (HIPAA)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.
- 2.0 OBLIGATIONS OF BUSINESS ASSOCIATE**
- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.